

The Honorable Robert S. Lasnik

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

JESSICA SAEPOFF,

Plaintiff,

v.

NORTH CASCADE TRUSTEE SERVICES,
INC.; et al.,

Defendants,

HSBC BANK USA, N.A. AS TRUSTEE ON
BEHALF OF ACE SECURITIES CORP.
HOME EQUITY LOAN TRUST AND FOR
THE REGISTERED HOLDERS OF ACE
SECURITIES CORP. HOME EQUITY
LOAN TRUST, SERIES 2007-WM2, ASSET
BACKED PASS-THROUGH
CERTIFICATES;

Counterclaimant/Crossclaimant,

v.

JESSICA SAEPOFF; et al.

Counterdefendants/
Crossdefendants.

Case No. 17-cv-00957-RSL

**AMENDED FINAL JUDGMENT AND
DECREE OF FORECLOSURE**

(CLERK'S ACTION REQUIRED)

It appearing from the records in the above-entitled action that orders of default against State of Washington (July 26, 2017, Dkt. No. 21); and Unknown Beneficiary of the 4003 92nd Avenue SE Land Trust; Randy Styer, Trustee of the 4003 92nd Avenue SE Land Trust; Mortgage

Electronic Registration Systems, Inc.; and Occupants of the Premises (November 21, 2017, Dkt. No. 40) (collectively, “Defaulted Defendants”) pursuant to LCR 55(a) were entered; that defendant United States of America has disclaimed their interest in the property after adjudication of their priority (Dkt. No. 28, 79, and 84); that the Court dismissed all of Jessica Saepoff’s (“Saepoff”) claims by order entered on September 23, 2019 (Dkt. No. 86); and the Court granted HSBC Bank USA, N.A. as trustee on behalf of Ace Securities Corp. Home Equity Loan Trust and for the Registered Holders of Ace Securities Corp. Home Equity Loan Trust, Series 2007-WM2, Asset Backed Pass-Through Certificates’ (“HSBC”) Motion for Summary Judgment against Jessica Saepoff, ordered default judgment against the Defaulted Defendants entered, and decree of foreclosure against Jessica Saepoff and all Defaulted Defendants and allowing HSBC to “proceed to judicial foreclosure” (Dkt. No. 106); and, it appearing from the Declaration of HSBC (Dkt. No. 90-3), and the Declaration of Laura Coughlin, and the records herein, that HSBC has established its entitlement to the relief sought.

Now, therefore, it is:

ORDERED, ADJUDGED AND DECREED that all claims asserted by Saepoff are DISMISSED with prejudice;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, on request of HSBC, the final monetary judgment against Saepoff, and a decree of foreclosure against Saepoff and the Defaulted Defendants is hereby adjudged and entered in HSBC’s favor as follows:

The real property (the “Property”) secured by the HSBC’s DOT is described as follows:

LOT 1 OF PATRICK HEIGHTS, AS PER PLAT RECORDED IN VOLUME 49 OF PLATS, ON PAGE 37, RECORDS OF KING COUNTY; SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

Parcel No. 673570-0005

Commonly known as: 4003 92nd Ave SE, Mercer Island, WA 98040

HSBC is hereby awarded a monetary judgment against Saepoff, which may exceed the estimated amount quoted for in the complaint due to interest, taxes fees and if the matter continues to be contested, additional attorney's fees. The current amount due is computed as follows:

Judgment Calculations

Current Attorney's Fees and Costs

Hourly Attorney's Fees (Pursuant to Court Order Dkt. No. 124)	\$62,098.80
Costs (Pursuant to Court Order Dkt. No. 124)	\$4,556.94
<i>Total Attorney's Fees and Costs</i>	<i>\$66,655.74</i>

Judgment Creditor's Fees and Costs

Unpaid Principal Balance	\$490,000.00
Accrued Interest to September 20, 2019	\$351,904.96
Escrow/Impound Overdraft	\$68,652.56
Unpaid Late Charges	\$2,672.48
Recoverable Charges Balance	\$9,263.68
Recording Fee	\$99.00
<i>Total Judgment Creditor's Fees and Costs as of September 20, 2019</i>	<i>\$922,592.68</i>
Total Judgment	\$989,248.42

Per diem interest in the amount of \$106.73 will continue to accrue from September 20, 2019 through the date of entry of this amended judgment.

The total judgment shall accrue interest at the fixed interest rate of 7.495% per year until paid in full. Additional escrow advances and recoverable advances incurred after September 20, 2019 will also continue to accrue until satisfied.

If the Total Judgment amount is not tendered to HSBC immediately, then said sum shall be satisfied from the sale of the Property.

HSBC's Deed of Trust is a senior lien upon the Property and all right, title, claim or interest of the Defaulted Defendants and Saepoff in the Property is hereby declared junior and subordinate to HSBC's lien, and Defaulted Defendants and Saepoff are hereby forever foreclosed except for any statutory right of redemption and surplus funds allowed by law, if any.

1 HSBC's Deed of Trust is foreclosed and the Property is to be ordered to be sold, in the
2 manner provided by law, and the proceeds from the sale shall be applied to the Total Judgment
3 amount, including post-judgment interest, post-judgment advances made by HSBC to protect the
4 Property prior to the sale, post-judgment fees and costs, and post-judgment attorneys' fees and
5 costs incurred through any Motion to Confirm the sale hearing, or similar processes, if required.

6 If any deficiency balance remains due after application of the sale proceeds to the Total
7 Judgment Amount and post judgment amount, then a deficiency judgment shall not be entered
8 against Saepoff pursuant to RCW 61.12.080.

9 The Property is subject to an eight (8) month redemption period pursuant to RCW
10 6.23.020(1), if sold at a sheriff's foreclosure sale.

11 If there is prima facie evidence that the Property is improved by structures and was
12 abandoned for a period of at least six months prior to the sale, pursuant to RCW 61.12.093, HSBC
13 reserves the right to move this Court to declare a zero month redemption period.

14 HSBC may become a bidder and purchaser at the sale.

15 The purchaser at the sale of the Property is entitled to exclusive and immediate possession
16 of the Property from and after the date of the sale and is entitled to such remedies as are available
17 at law to secure possession, if defendants or any other party or person shall refuse to surrender
18 possession upon demand for possession.

19 If the Property is occupied by a tenant holding under an unexpired lease, the purchaser is
20 entitled to receive from such tenant the rents or the value of the use and occupants of the Property
21 during the period of redemption pursuant to RCW 6.23.110.

22 Pursuant to this Court's August 30, 2021 (Dkt. No. 124), this judgment is effective as of
23 the filing of the first final judgment, December 4, 2020.
24

1 DATED: August 31, 2021

2
3 By: Mr S Lasnik
THE HON. ROBERT S. LASNIK

4 Presented by:

5 WRIGHT, FINLAY & ZAK, LLP

6 /s/ Laura N. Coughlin

Laura N. Coughlin, WSBA# 46124

7 *Attorney for HSBC*